

STATE OF NORTH CAROLINA

SUPERINTENDENT'S CONTRACT

COUNTY OF AVERY

THIS AGREEMENT is made and entered into as of the 21st day of November 2019, by and between **THE AVERY COUNTY BOARD OF EDUCATION** (hereinafter called the "Board") and **DR. DANIEL V. BRIGMAN** (hereinafter called the "Superintendent").

The Board and the Superintendent, for and in consideration of the covenants and agreements contained in this Agreement and other good and valuable consideration, contract and agree as follows:

1. Employment, Term, Residence and Oath of Office

The Board hereby employs the Superintendent and the Superintendent does hereby accept employment as Superintendent of the Schools of the Avery County School Administrative Unit for a term beginning January 1, 2020 and ending June 30, 2023. The Superintendent shall reside in Avery County, North Carolina. The Superintendent shall take the oath of office required by N.C. Gen. Stat. § 115C-272 before assuming the duties of Superintendent.

The Board may, by specific action and with the consent of the Superintendent, extend the term of this Agreement to the extent permitted by state law. The Board shall consider any such extension at the time of its annual evaluation of the Superintendent.

2. Professional Certification

The Superintendent shall qualify for and obtain prior to the beginning of the term of his employment and shall maintain throughout the term of his employment a valid and appropriate certificate to act as Superintendent as prescribed by the laws of the State of North Carolina and

the regulations of the North Carolina State Board of Education (hereinafter called the "State Board").

3. Duties

The Superintendent shall perform such educational duties as may be prescribed by the Board from time to time, including, but not limited to, the duties of Superintendent of Schools in the Avery County School Administrative Unit and ex-officio secretary of the Board as prescribed now and from time to time during the term of this Agreement by state and federal laws, rules and regulations. Without limiting the generality of the foregoing, the Superintendent shall be the chief executive officer of the Board and shall be responsible for all student affairs, instructional and curriculum affairs, employment affairs, fiscal affairs, and business affairs, subject to those powers which are reserved to the Board by law, Board policy, or Board decision. The Superintendent shall direct and assign teachers and other employees of the schools under his supervision; shall organize, re-organize, and arrange the administrative and supervisory staff, including instruction and business affairs, as he deems in the best interest of the Avery County School System; shall select all personnel subject to approval of the Board of Education; shall have the authority to accept resignations of personnel, for and on behalf of the Board of Education; and in general perform all duties incident to the office of Superintendent as provided by law, including but not limited to, those duties more particularly described by N.C. Gen. Stat. § 115C-276.

The Board individually and collectively, shall promptly refer all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation. Individual Board members shall refrain from interference with the administration of school policies except through Board action.

4. Compensation

The Board shall compensate the Superintendent for services by paying the Superintendent a “base annual salary” of One Hundred Thirty-Five Thousand and No/100 Dollars (\$135,000), which amount shall include any additional salary from State funds for longevity and the Superintendent’s doctoral degree(s). The Board may increase the Superintendent’s annual base salary by mutual consent at any time by action of the Board. Unless specifically approved by the Board at a later date, the Superintendent shall not be entitled to the three percent (3%) local supplement provided to other employees of the Board.

The Superintendent shall be paid his annual base salary less such amounts that are required to be withheld from such salary by state, federal, and local laws, rules, and regulations, in equal monthly installments at the time salaries of other professional employees of the Board are paid. To the extent permitted by law, the Superintendent shall not experience a reduction in salary because of declining enrollment. If, at any time during the term of the Agreement, the State of North Carolina withholds state funding specifically for the position of the Superintendent of Avery County Schools, then the Board may withhold any such sums until said funding is released by the State.

5. Reimbursable Expenses and Fringe Benefits

a. Transportation. The Board shall provide the Superintendent a Board-owned vehicle which he may use for travel in and out of Avery County. The Superintendent shall not be entitled to other reimbursement for mileage expenses within Avery County, unless the Board-owned vehicle is unavailable. However, the Board shall reimburse Superintendent for reasonable expenses incurred in the performance of his job, including mileage at the rate applicable to all other Board employees, for required travel in his personal vehicle outside of the County of Avery.

The Superintendent shall file with the School Finance Officer appropriate statements and/or receipts for allowable travel outside of Avery County.

b. Professional Organizations. The Superintendent shall (except in emergencies) attend and participate in all required and appropriate optional meetings and programs of the State Board of Education, the State Superintendent of Public Instruction, and the State Department of Public Instruction. The Superintendent is encouraged to become a member of appropriate local, state, and national professional organizations. In addition, the Board of Education agrees to pay the Superintendent's membership fees in the North Carolina Association of School Administrators, the American Association of School Administrators, and any other organizations approved by the Board. In addition, the Superintendent may attend local or statewide meetings, including Superintendent training sessions and conferences, held by NCASA and AASA at Board expense. The Superintendent may attend the national meetings of these organizations at Board expense with prior Board approval. Expenses for all other professional development meetings or seminars attended by the Superintendent must first be approved by the Board of Education or paid by the Superintendent himself. The Superintendent shall file itemized expense statements with the School Finance Officer of the Board for reimbursement of such expenses in accord with Board policy.

c. Miscellaneous. The Board shall provide the Superintendent with a cellular telephone and laptop computer to be used in the performance of his duties as Superintendent. The Board will pay for or reimburse the Superintendent for other reasonable expenses incurred in the discharge of his duties. The Superintendent shall submit itemized bills and expense statements to the Chair and/or Vice-Chair of the Board for approval or reimbursement of these expenses. Approval shall not be unreasonably withheld.

6. Moving Expenses

The Superintendent shall obtain three (3) bids for moving and relocation expenses from regional or nationally-recognized moving companies. The Board of Education shall reimburse the Superintendent the amount of the lowest bid for said expenses. Said reimbursement is subject to approval by the Board Chair and/or Vice Chair. In no event shall the amount reimbursed to the Superintendent exceed Three Thousand Dollars (\$3,000.00).

7. Vacation, Holidays, Sick Leave and Health Benefits

- a. The Superintendent shall accrue and use annual leave days and sick leave days in accordance with state law and State Board policy.
- b. The Superintendent shall receive the same life, dental and health insurance coverage, and retirement benefits, granted to other professional employees of the Board by the Board, the State Board of Education, and the State of North Carolina.

8. Medical Examination and Information and Disability

- a. **Medical Examination.** Prior to taking office and every year thereafter, the Superintendent agrees to undergo a medical examination by a licensed physician, and to provide the Board with a statement from the physician certifying to the physical competency of the Superintendent to fulfill his duties and responsibilities. This information shall be treated as confidential by the Board. The Board shall pay the reasonable expense of such medical examinations. In the event of serious illness or disability, the Superintendent upon request by the Board, shall furnish additional written medical records to the Board and these shall be treated as confidential personnel information.

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of

an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, the Board requests that the Superintendent not provide any genetic information when responding to any request for medical information. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

b. **Disability.** Should the Superintendent be unable to perform any or all of his duties by reason of illness, accident, physical or mental incapacity, or other cause beyond his control and should said disability exist for a period of more than sixty (60) days, excluding that period of time which the Superintendent would have been entitled to take sick leave or vacation leave, or both, or if said disability is permanent, irreparable, or of such nature as, in the discretion of the Board, will materially impair the performance of his duties, the Board may, at its option, and subject to applicable provisions of state and federal law regarding handicapping conditions and disabilities, terminate this agreement whereupon the respective duties, rights, and obligations hereof shall terminate. Notwithstanding the termination of this Agreement, nothing herein shall affect or preclude the Superintendent's access to or qualification for state disability benefits to which he may be entitled, and the Board will cooperate fully with the Superintendent in his application for such benefits.

9. Annual Evaluation

a. The Board shall provide the Superintendent periodic opportunities to discuss Superintendent and Board relationships and shall inform him, at least annually, of his

performance perceived by the Board. This provision shall be read in accordance with existing Board of Education policy.

The Board will meet in closed session with the Superintendent by no later than September 30 following each Agreement year for the purposes of evaluating the Superintendent's job performance and providing the Superintendent with an opportunity to comment on and discuss Superintendent and Board relations with the Board. The evaluation shall be summarized in writing and delivered to the Superintendent within five (5) days after its completion. Following the Superintendent's evaluation, the Board may by specific action and with the consent of the Superintendent extend the termination date of this Agreement to the extent permitted by state law. In addition, the Board shall review his salary and may determine whether or not to increase his base annual salary or other benefits payable under this Agreement.

b. Each year during the term of this Agreement, the Board and Superintendent will meet no later than September 30 to establish the Superintendent's goals and objectives for the current or upcoming school year. The goals and objectives decided upon by the Board shall be approved by a majority of the Board, reduced in writing and shall be among the criteria by which the Superintendent is evaluated.

10. Consulting and Outside Employment

The duties and responsibilities of the Superintendent require full-time employment and frequently require that the Superintendent attend to his duties during the evenings, weekends and holidays. The Superintendent shall not accept any outside employment that in any manner interferes with the performance of his duties and responsibilities as Superintendent of the Avery County School Administrative Unit. The Board recognizes that certain outside employment may have a beneficial impact on the Superintendent's professional growth or may not interfere with

the Superintendent's performance of his duties and responsibilities. The Superintendent may accept a limited amount of outside employment on weeknights, weekends, holidays, and on vacation days, provided that the Board has approved the outside employment and found that the outside employment in no manner interferes with the Superintendent's performance of his duties and responsibilities. The Superintendent shall make a written report to the Board no later than June 30, of each year listing all outside employment he has performed during the preceding twelve months.

11. Conflict of Interest Prohibited

The Superintendent acknowledges that he has read and understands the conflict of interest statute of the State of North Carolina, N.C. Gen. Stat. § 14-234, and agrees to comply with said statutes and any other state, federal or local laws, rules, and regulations, Board policies and State Board policies relating to conflicts of interest, bribes, kickbacks, gifts and favors.

12. Discipline and Termination of Employment

a. Dismissal and Discipline for Cause. Throughout the term of this Agreement, the Superintendent shall be subject to discharge for cause. Cause for removal shall be the reasons set forth in N.C.G.S. § 115C-274 or successor statute. For purposes of this Agreement, the Parties agree that the reasons set forth in N.C.G.S. § 115C-274 shall include, but shall not be limited to: the commission of an act that is a crime involving moral turpitude (as listed in N.C.G.S. §115C-238.73); failure to fulfill or carry out the reasonable duties or requirements imposed by the Board, including those established through the evaluation process (as set forth in Paragraph 8(b)); and failure to maintain the appropriate superintendent's license. If the Board seeks to dismiss the Superintendent, the Superintendent shall have the right to written charges; a fair hearing before the Board, ten (10) days written notice of said charges and hearing unless the

Board shall find an emergency to exist requiring a shorter time of notice, which time shall be fixed by the Board; and a written final decision. The Board may elect to place the Superintendent on paid leave pending any hearing. At any such hearing before the Board, the Superintendent shall have the right to be present and to be heard, to be represented by counsel and to present through witnesses any testimony relevant to the issue. A transcript of the record of the proceedings before the Board shall be made available without charge to the Superintendent if requested. If the Superintendent chooses to be accompanied by legal counsel at the hearing before the Board, he will assume the cost of his legal expenses.

If, by a preponderance of the evidence, the Board determines that grounds for dismissal do exist and are substantiated, the Board may, by written resolution, order such dismissal and declare the office of the Superintendent vacant. However, without limiting the foregoing, the Parties hereto expressly agree that a conviction or plea of no contest to a charge of driving while impaired or impaired driving in this or any other state shall be grounds for termination of this Agreement by the Board.

Prior to any hearing before the Board, the Superintendent and Board may agree to meet to discuss possible resolutions regarding the Superintendent's employment. If the parties meet prior to a hearing, the parties agree that the outcome and contents of the meeting shall not constitute a violation of the Superintendent's due process rights under this Agreement or under State or federal law. Further, the parties agree that the meeting shall constitute settlement discussions and any statements made in the meeting, by either party, are confidential and shall not be admissible in any subsequent due process hearing or judicial proceeding.

b. **Unilateral Termination by Superintendent.** The Superintendent may, at any time, resign from his position, with a minimum of one hundred twenty (120) days' notice of such

resignation. This provision is a material term of this Agreement and if the Superintendent fails to provide the required notice of one hundred twenty (120) days, the parties acknowledge the Board will suffer injury, including but not limited to having to employ an interim superintendent and to take such other measures to provide for the administration of the Avery County Schools, and that damages for such injury will be difficult to calculate at the time of such termination.

Accordingly, if the Superintendent fails to provide the adequate notice set forth herein, the Superintendent agrees to pay to the Board as liquidated damages an amount equal to the greater of: (a) the difference of one hundred and twenty (120) days and the number of days between the Superintendent's notice of resignation and effective resignation date, multiplied by the Superintendent's daily rate of pay; or (b) one month's base annual salary.

c. Unilateral Termination by the Board. The Board may, at its option and with thirty (30) days written notice to the Superintendent, unilaterally terminate this Agreement. In the event of such termination, the Board shall pay the Superintendent and Superintendent shall accept, as severance, an amount equal to the Superintendent's last twelve (12) months of annual base salary or if the Superintendent has less than twelve (12) months in the term of the Agreement, an amount equal to the annual base salary for the remainder of the Agreement. The severance payment will be paid in twelve (12) equal monthly installments. In the event the Superintendent obtains other employment prior to the end of the twelve (12) month period, the severance payments shall be reduced by the amount of the salary or other monetary compensation received by the Superintendent by the subsequent employment. This section is subject to N.C.G.S. § 115C-271 (d). In the event the Board decides to terminate this Agreement pursuant to this provision, the right to a hearing before the Board, as specified above, and the right to appeal

the Board's action pursuant to N.C.G.S. § 115C-274 shall be considered waived by the Superintendent.

d. This Agreement shall automatically terminate upon the untimely death of the Superintendent or upon the disability of the Superintendent pursuant to section 7(b).

13. No Tenure

The Board and the Superintendent agree that this Agreement is for employment for a limited term, that this Agreement is not a continuing Agreement, and that there is no express or implied agreement by the Board for employment of the Superintendent beyond the term set forth in this Agreement. Should this Agreement expire without the Board affirmatively taking action to extend it, the Superintendent shall no longer be employed by the Board. The Board and the Superintendent further agree that the Superintendent is not eligible to obtain career status (tenure) and that this Agreement of employment does not require the Superintendent to perform the responsibilities of a "teacher" as defined by N.C.G.S. § 115C-325.

14. Amendment

This Agreement may be amended during its terms by mutual written agreement of the Board and the Superintendent. Any such amendment shall be in writing, approved by official action of the Board, and executed in writing on behalf of the Board by its Chairperson and executed by the Superintendent.

15. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina and is further subject to any amendment, repeal or enactment of applicable provisions in the North Carolina General Statutes.

16. Multiple Originals

This Agreement has been executed in four (4) originals, two (2) of which have been retained by the Board, one (1) of which has been retained by the Superintendent, and one (1) of which has been retained by the School Board Attorney to submit to the State Superintendent.

**17. Public Record, Placement in Personnel File, and Filing
with the State Superintendent of Public Instruction**

The Board and the Superintendent agree that this Agreement is a public record as defined by North Carolina law, that this Agreement shall be placed in the official personnel file of the Superintendent maintained by the Board, and that a duplicate original of this Agreement shall be filed with the State Superintendent of Public Instruction of North Carolina as required by North Carolina law.

18. Indemnity

The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the Board, provided the incident giving rise to any such demand, claim, suit, action or legal proceeding arose while the Superintendent was acting within the scope of his employment. If action is brought against the Superintendent by the Board, the Superintendent will bear the cost of his own defense. All liability coverage provided must be within the authority of the Board to provide under state and federal law. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

19. Severability

If a specific word, phrase, clause, sentence, paragraph, or any other part of this Agreement is or is found to be illegal or unenforceable under federal or state law, the remainder of the Agreement shall remain in force.

20. Representations and Warranties


The Superintendent represents and warrants that he has never been discharged from any prior employment for cause, resigned from employment to circumvent termination, been convicted of a criminal offense (other than a minor traffic violation), or declared bankruptcy.

The Superintendent further warrants and represents that he has never been arrested for an alleged violation of the criminal laws of this state, another state or the federal government.

IN WITNESS WHEREOF, the Board has caused this Agreement to be executed in its name by its Chairperson and the Superintendent has executed this Agreement by his signature thereto. The pre-audit certification below is a condition precedent to the effectiveness of the execution of this Agreement.

{Signatures on the Following Page}

**THE AVERY COUNTY
BOARD OF EDUCATION**

By:  (SEAL)
Mr. John Greene,
Chairperson

Date Signed: 11/21/2019

DANIEL V. BRIGMAN, ED.D.

By:  (SEAL)
Superintendent

Date Signed: 11/21/2019

Pre-Audit Certificate:

This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act (G.S. § 115C-441).


Finance Officer

STATE OF NORTH CAROLINA
COUNTY OF AVERY

SUPERINTENDENT'S CONTRACT
AMENDMENT #1

THIS AMENDMENT, by and between **THE AVERY COUNTY BOARD OF EDUCATION**, (hereinafter called the "Board") and **DR. DANIEL V. BRIGMAN**, (hereinafter called the "Superintendent") is approved as of the 10th day of March, 2020 to be effective as follows:

WHEREAS, the Superintendent has been employed by the Board since January 1, 2020 pursuant to a contract dated November 21, 2019; and

WHEREAS, it is the desire of the Board and the Superintendent to amend the Superintendent's contract and clarify his benefits retroactive to January 1, 2020.


NOW THEREFORE, the Board and the Superintendent, for and in consideration of the covenants and agreements contained in this amendment to the Superintendent's contract and other good and valuable consideration, amend and revise said Contract, as follows:

1. The health insurance coverage of the Superintendent as stated in Section 7(b) of the Contract, is hereby amended to add the following sentences: In addition, the Board shall pay the Superintendent's family medical coverage. The Superintendent is responsible for declaring said amount as additional income with the Internal Revenue Service in accordance with applicable law. Said payment is to reimburse an expense and is not creditable toward State retirement.
2. The Board of Education shall reimburse family medical coverage payments made by the Superintendent prior to the execution of this amendment.
3. Except as amended herein, the terms and conditions of the Contract of Employment of the Superintendent shall be governed by the provisions of the Contract dated November 21, 2019 and all other subsequent written amendments approved by the Board and the Superintendent as set forth in the recitations.

IN WITNESS WHEREOF, the Board has caused this amendment to be executed in its name by its Chair and the Superintendent consents to and has executed this amendment by his signature hereto.

THE AVERY COUNTY BOARD OF EDUCATION

By


Mr. John Greene, Chair

By


Dr. Daniel V. Brigman, Superintendent

STATE OF NORTH CAROLINA
COUNTY OF AVERY

SUPERINTENDENT'S CONTRACT
AMENDMENT #2

THIS AMENDMENT, by and between THE AVERY COUNTY BOARD OF EDUCATION, (hereinafter called the "Board") and DR. DANIEL V. BRIGMAN, (hereinafter called the "Superintendent") is approved effective as of the 1st day of July, 2020 as follows:

WHEREAS, the Superintendent has been employed by the Board since January 1, 2020 pursuant to a contract dated November 21, 2019; and

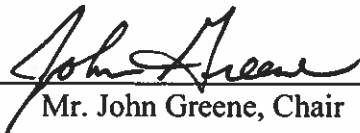
WHEREAS, the Agreement was voluntarily revised and amended by the Parties through Superintendent's Contract Amendment #1, dated March 10, 2020.

WHEREFORE, The Board and the Superintendent, for and in consideration of the covenants and agreements contained in this Contract Amendment #2 and other good and valuable consideration, amend and revise the Agreement, as follows:

1. The term of office for the Superintendent, Section 1 of the Agreement, is hereby extended with the ending date for the Superintendent's term of office amended to read June 30, 2024.
2. Except as amended herein, the terms and conditions of the Contract of Employment of the Superintendent shall be governed by the provisions of the Contract dated November 21, 2019 and all other subsequent written amendments approved by the Board and the Superintendent as set forth in the recitations.

IN WITNESS WHEREOF, the Board has caused this amendment to be executed in its name by its Chair and the Superintendent consents to and has executed this amendment by his signature hereto.

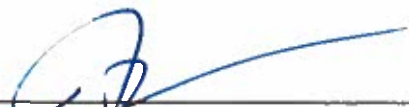
THE AVERY COUNTY BOARD OF EDUCATION

By 
Mr. John Greene, Chair

By 
Dr. Daniel V. Brigman, Superintendent

Pre-Audit Certificate:

This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act (G.S. § 115C-441).


Finance Officer

STATE OF NORTH CAROLINA
COUNTY OF AVERY

SUPERINTENDENT'S CONTRACT
AMENDMENT #3

THIS AMENDMENT, by and between **THE AVERY COUNTY BOARD OF EDUCATION**, (hereinafter called the "Board") and **DR. DANIEL V. BRIGMAN**, (hereinafter called the "Superintendent") is approved effective as of December 8, 2020 as follows:

WHEREAS, the Superintendent has been employed by the Board since January 1, 2020 pursuant to a contract dated November 21, 2019 (the "Contract"); and

WHEREAS, the Agreement was voluntarily revised and amended by the Parties through Superintendent's Contract Amendment #1, dated March 10, 2020; and Superintendent's Contract Amendment #2, dated July 1, 2020.

WHEREFORE, The Board and the Superintendent, for and in consideration of the covenants and agreements contained in this Contract Amendment #3 and other good and valuable consideration, amend and revise the Agreement, as follows:

1. Section 4 (Compensation) of the Contract is amended by striking the following language from the first Paragraph: "Unless specifically approved by the Board at a later date, the Superintendent shall not be entitled to the three percent (3%) local supplement provided to other employees of the Board."
2. Section 4 (Compensation) of the Contract is further amended by adding the following language at the end of the first Paragraph: "In addition to the base annual salary, the Superintendent shall receive the three percent (3%) local supplement provided to other employees of the Board. Unless otherwise agreed to by the Superintendent and Board, the Superintendent shall receive such supplement at the same time as other employees."
3. Except as amended herein, the terms and conditions of the Contract of Employment of the Superintendent shall be governed by the provisions of the Contract dated November 21, 2019 and all other subsequent written amendments approved by the Board and the Superintendent as set forth in the recitations.

IN WITNESS WHEREOF, the Board has caused this amendment to be executed in its name by its Chair and the Superintendent consents to and has executed this amendment by his signature hereto.

THE AVERY COUNTY BOARD OF EDUCATION

By


Mr. John Greene, Chair

By


Dr. Daniel V. Brigman, Superintendent

Pre-Audit Certificate:

STATE OF NORTH CAROLINA
COUNTY OF AVERY

SUPERINTENDENT'S CONTRACT
AMENDMENT #4

THIS AMENDMENT, by and between **THE AVERY COUNTY BOARD OF EDUCATION**, (hereinafter called the "Board") and **DR. DANIEL V. BRIGMAN**, (hereinafter called the "Superintendent") is approved effective as of July 1, 2022 as follows:

WHEREAS, the Superintendent has been employed by the Board since January 1, 2020 pursuant to a contract dated November 21, 2019 (the "Contract"); and

WHEREAS, the Agreement was voluntarily revised and amended by the Parties through Superintendent's Contract Amendment #1, dated March 10, 2020; Superintendent's Contract Amendment #2, dated July 1, 2020; and Superintendent's Contract Amendment #3, dated December 8, 2020.

WHEREFORE, The Board and the Superintendent, for and in consideration of the covenants and agreements contained in this Contract Amendment #4 and other good and valuable consideration, amend and revise the Agreement, as follows:

1. The term of office for the Superintendent, Section 1 of the Agreement, is hereby extended with the ending date for the Superintendent's term of office amended to read June 30, 2026.
2. Section 4 is hereby amended to provide the Superintendent a pay increase of Thirteen Thousand and No/100 Dollars for a new base annual salary of One Hundred Forty-Eight Thousand and No/100 Dollars (\$148,000.00) effective July 1, 2022.
3. Except as amended herein, the terms and conditions of the Contract of Employment of the Superintendent shall be governed by the provisions of the Contract dated November 21, 2019 and all other subsequent written amendments approved by the Board and the Superintendent as set forth in the recitations.

IN WITNESS WHEREOF, the Board has caused this amendment to be executed in its name by its Chair and the Superintendent consents to and has executed this amendment by his signature hereto.

THE AVERY COUNTY BOARD OF EDUCATION

By

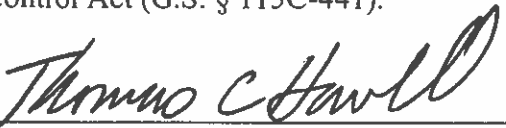

Mr. John Greene, Chair

By

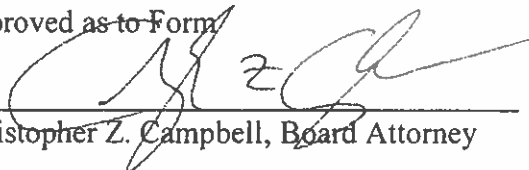

Dr. Daniel V. Brigman, Superintendent

Pre-Audit Certificate:

This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act (G.S. § 115C-441).



Finance Officer

Approved as to Form


Christopher Z. Campbell, Board Attorney

**CONTRACT FOR PROFESSIONAL SERVICE
NORTH CAROLINA PUBLIC SCHOOLS**

**STATE OF NORTH CAROLINA
AVERY COUNTY SCHOOLS**

Teacher

THIS PROFESSIONAL EMPLOYMENT CONTRACT is entered by and between the Avery County Board of Education ("Board") and Carrie Greene ("Teacher"). This Contract is effective only if approved by a majority of the Board at an officially called meeting of the Board. Teacher and the Board agree to the following terms and conditions, consistent with the laws of the State of North Carolina and the rules and directives of the North Carolina State Board of Education.

Teacher is employed pursuant to this Contract for a term of **1** school year(s), beginning with the school year **August 7, 2023** through the school year **June 30, 2024**. Teacher's dates of employment for each school year consist of **10** months of employment consistent with the North Carolina General Statutes and the school calendar adopted by the Board. At the conclusion of this **1** year term of employment, the Board may, but is not required to, reemploy Teacher by offering Teacher a subsequent contract as provided by law. The Board may offer such a contract for any length permitted by law.

Teacher shall be compensated for the professional services performed pursuant to this Contract at a rate consistent with the North Carolina General Statutes, the salary schedule for teachers established by the State of North Carolina, and any local supplement that may apply. The Teacher acknowledges and agrees that his or her placement on any State-approved salary schedule is a determination made by the North Carolina Department of Public Instruction ("NC DPI"). The Teacher agrees to submit any and all necessary documentation regarding placement on the salary schedule adopted by the State to the Licensure Division of the NC DPI. The Teacher further agrees that s/he will be paid in accordance with the amount funded by the State of North Carolina and any error in a) funding by the State or b) placement by the State on the state-approved salary schedule is not the financial responsibility of the Board. The Board agrees to provide the Teacher with funds, if any, provided specifically by the State to account for any error in funding or placement of the Teacher on the salary schedule.

If Teacher is paid from local funds Teacher may be paid on a different schedule established by the Board. If there are special duties or assignments for which the Board has agreed to compensate Teacher, those will be described in a separate agreement, whether written or oral, and the additional compensation will not be considered salary for the purpose of computing Teacher's salary under the provisions of G.S. 115C-325.1 *et seq.* Any reduction in pay due to a return to regular duties or the elimination of special duties or assignments is not a demotion as defined by law. For record keeping purposes only, any agreement regarding special duties may be attached.

Throughout the term of this Contract, Teacher shall maintain a valid North Carolina teaching license for Teacher's area of assignment. In the event that Teacher's license is revoked, suspended, expired, or not renewed for any reason, Teacher shall inform the Board's Human Resources Office. Teacher is solely responsible for obtaining and maintaining all required licenses, and for ensuring that information maintained by the North Carolina Department of

Public Instruction that is used to determine the Teacher's rate of pay is up to date and correct.

Teacher shall perform all duties assigned by the Superintendent and required by the laws of the State of North Carolina. This Contract creates no right to any particular assignment or school site. Teacher agrees to become familiar with and abide by the policies and practices of the Board and the North Carolina State Board of Education, and to abide by the laws of the State of North Carolina and the United States.

Teacher shall be entitled to health benefits, earned leave and such other benefits as are available pursuant to the laws of the State of North Carolina and the policies and practices of the Board.

This contract shall be effectively terminated by Teacher upon the occurrence of any of the following: (1) Teacher giving notice to the Superintendent that Teacher intends to resign Teacher's employment no sooner than thirty (30) days from the date the notice is received by the Superintendent; or (2) Teacher abandoning Teacher's position by failing to report to work and failing to inform the Superintendent of the reason for the failure to report for ten (10) consecutive work days. In the event that Teacher fails to give thirty (30) days' notice prior to abandoning Teacher's position, the Board of Education may request that the State Board of Education revoke Teacher's license for the remainder of the school year.

The Board may alter the terms or terminate this Contract pursuant to the provisions and procedures provided in N.C.G.S. 115C-325.1 *et seq.*

This Contract is subject to modification as a result of subsequent legislative enactments.

If any provision of this Contract is held to be invalid or unenforceable, such provision shall be severed and shall be inoperative, and the remainder of this Contract shall remain in full force and effect.

This Contract is governed by the laws of the State of North Carolina.

Special Conditions:

Employee's Signature

By: _____
Board Chair

Witness: _____
Secretary, Avery County Board of Education

Date

Date:

NOTE: This form can be used in the employment of all professional employees classified as Teachers, as defined in G.S. 115(C)-325(a)(6). A copy of this contract shall be kept on file in the office of the superintendent and a copy furnished to the employee.